

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,) Civil Action No. 08-C-0813
)
v.)
)
CONSENT DECREE
JOHN THOMAS FINANCIAL,)
)
Defendant.)

This action was instituted by the United States Equal Employment Opportunity Commission ("EEOC") on or about September 26, 2008, against John Thomas Financial under Title VII of the Civil Rights Act of 1964 ("Title VII") and the Civil Rights Act of 1991. The EEOC alleges that in February 2006, defendant John Thomas Financial discriminated against Woods based on her race, African American, and her sex, female, by refusing to hire her for a Broker/Broker Trainee position because of her race and sex in the now-closed Mequon, Wisconsin, office managed by Burton Bartlett.

The EEOC and John Thomas Financial have agreed to this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in this action, Civil Action No. 07-C-1142 (E.D. Wis.).

CONSENT DECREE

Upon the consent of the parties to this action, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

Non-Discrimination

1. Court's Jurisdiction. This Court has jurisdiction over the parties and the subject matter of this action.

2. Prohibition Against Title VII Violations. John Thomas Financial is enjoined from engaging in any employment practice which constitutes unlawful race or sex discrimination under Title VII. Specifically, John Thomas Financial is enjoined from failing or refusing to hire employees based on their race or sex.

3. Compliance With Title VII. John Thomas Financial shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit John Thomas Financial's obligations under Title VII, the EEOC's authority to process or litigate any charge of discrimination which may be filed against John Thomas Financial in the future, or John Thomas Financial's ability to defend against any such claims.

4. No Retaliation. John Thomas Financial will not engage in, implement, or permit any action, policy, or practice with the purpose of retaliating against any current or former applicant or employee because s/he opposed any action or practice which is unlawful under Title VII. John Thomas Financial will not retaliate against individuals who filed a charge of discrimination alleging any such action or practice; testified or participated in any manner in any investigation (including, but not limited to, any internal investigation undertaken by John Thomas Financial), proceeding, or hearing relating to any claim of employment discrimination in this case or otherwise; or who was identified as a possible witness in this action; asserted any rights under this Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with the law.

Monetary Relief

5. John Thomas Financial agrees to pay \$35,000 to Veronica E. Woods in full settlement of the claims against John Thomas Financial which were raised in the EEOC's

Complaint. The payment shall be treated as non-wage compensation (to be reported on a Form 1099) and not as taxable wages (subject to withholding on a Form W-2).

6. Within five days of the entry of this Consent Decree, John Thomas Financial shall mail a \$35,000 payment check to Ms. Woods to Ms. Woods by certified mail, return receipt requested, at 6850 W. Catherine Court, Apt. 8, Franklin, WI 53122. John Thomas Financial also will mail a photocopy of the check to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue - Suite 800, Milwaukee, WI 53203-2292, on the same day that it mails the check to Ms. Woods.

Posting of Notice

7. Within 10 business days after the Court's entry of this Consent Decree, John Thomas Financial shall post same-sized copies of the Notice attached as Exhibit A to this Decree on bulletin boards in all John Thomas Financial facilities usually used by John Thomas Financial for communicating human resources matters to employees. The notice shall remain posted for two years from the date of entry of this Decree. Within 10 business days of the posting, John Thomas Financial also shall send a letter to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue - Suite 800, Milwaukee, WI 53203-2292, enclosing a copy of the Notice, as signed by John Thomas Financial, and stating the date and locations of its posting. John Thomas Financial shall ensure that the posting is not altered, defaced, or covered by any other material. If the posted copies become defaced, removed, marred, or otherwise illegible, as soon as practicable John Thomas Financial shall post a readable copy in the same manner as previously specified.

Reporting

8. John Thomas Financial shall report the following information to the EEOC's attorneys in writing on December 31, 2009, and December 31, 2010:

- (a) The names, addresses, and telephone numbers of all applicants for employment in John Thomas Financial's facilities.
- (b) The names and races, if known, of applicants hired for employment in John Thomas Financial's facilities, and the titles of the jobs for which each applicant was hired.
- (c) The names, addresses, and telephone numbers of all applicants to John Thomas Financial's facilities who make a formal or informal complaint of race discrimination, sex discrimination, and/or retaliation, including a summary of the nature of the complaint or retaliation allegation.

John Thomas Financial shall maintain all documents pertaining to such complaints and/or applications for the full two-year reporting period, and shall make such documents available for inspection by EEOC on 48 hours' written notice (excluding weekends and holidays).

Dispute Resolution

9. If either party to this Consent Decree believes that the other party has failed to comply with any provision of the Decree, the complaining party shall notify the other party of the alleged non-compliance within 10 business days of the alleged non-compliance and shall afford the alleged non-complying party 10 business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance within 10 business days, the complaining party may apply to the Court for appropriate relief.

Insolvency

10. If John Thomas Financial files for bankruptcy before the settlement sum has been paid, then the EEOC shall be permitted to file a liquidated claim in the bankruptcy proceeding in an amount equal to 150 percent of the remaining balance, providing that such claim shall not constitute a non-dischargeable debt.

Miscellaneous Provisions

11. Each party to this Decree shall bear its own expenses, costs, and attorneys' fees.

12. The terms of this Decree are and shall be binding upon John Thomas Financial's present and future representatives, agents, directors, officers, assigns, and successors, in their capacities as representatives, agents, directors, and officers of John Thomas Financial and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

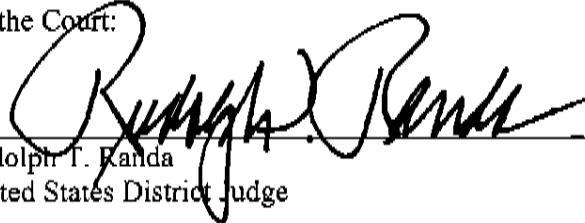
13. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 08-C-0813.

14. This Consent Decree shall be filed in the United States District Court for the Eastern District of Wisconsin and shall continue in effect for two years. Any application by any party to modify or vacate the Decree during that period shall be made by motion to the Court on no less than 30 days' notice to the other party.

15. This Court shall retain jurisdiction over this action in order to enforce the terms of this Consent Decree.

SO ORDERED, ADJUDGED, AND DECREED this 11 day of March, 2009.

By the Court:



Rudolph T. Randa
United States District Judge

Agreed to in form and content:

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

By its attorneys:

Dated: March 10, 2009

s/ Dennis R. McBride

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Equal Employment Opportunity Commission
Milwaukee Area Office
310 West Wisconsin Avenue - Suite 800
Milwaukee, WI 53203-2292

JOHN THOMAS FINANCIAL
By its attorneys:

Dated: March 10, 2009

s/ Jonathan S. Sack

Jonathan S. Sack, Esq.
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Exhibit A**NOTICE TO ALL JOHN THOMAS FINANCIAL EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court in *Equal Employment Opportunity Commission v. John Thomas Financial*, Civil Action No. 08-C-0813 (E.D. Wis.), resolving a lawsuit filed by the EEOC against John Thomas Financial.

A federal law, Title VII of the Civil Rights Act of 1964, prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion, or national origin. Title VII also forbids employers to retaliate against employees or applicants who engage in protected activities under Title VII, such as opposing discriminatory employment practices, filing a charge of discrimination with a government agency, or testifying or participating in an EEOC investigation. The EEOC is a federal agency which investigates charges of unlawful employment discrimination. The EEOC has authority to bring lawsuits in U.S. district courts to enforce Title VII.

To resolve the case, John Thomas Financial and the EEOC have entered into a Consent Decree which is in effect for two years and which provides that: (1) John Thomas Financial will pay \$35,000 to a female African-American applicant to resolve her claim that she was denied employment on the basis of her race and sex in the now-closed Mequon, Wisconsin, office managed by Burton Bartlett; (2) in compliance with federal law, John Thomas Financial will not discriminate on the basis of race or sex; and (3) in compliance with federal law, John Thomas Financial will not retaliate against any person because s/he opposed any practice made unlawful by Title VII, filed a discrimination charge, participated in any Title VII proceeding, or asserted any rights under the Consent Decree.

If you believe you have been discriminated against, you may call the EEOC at (414) 297-4188 or at (800) 669-4000. The EEOC does not charge fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
This Notice must remain posted for two years from the date below and must not be altered, defaced, or covered by any other material.

Dated: _____, 2009

By: _____
Chairman and Chief Executive Officer
John Thomas Financial